

GA: Texas // The Great
Hands of Power Group

GOVERNMENT
EXHIBIT
167
3:07-CR-0289-M

Contract With Independent Contractor

1. Names

This agreement is between The Black State Employees Association of Texas CDC, Inc., a Texas corporation (Client), and Gail Terrell DBA Terrell & Associates, Inc. (Contractor).

2. Services to be Performed by Contractor

Professional Consulting Services: Will work jointly with the Black State Employees Association of Texas CDC, Inc. (The BSEATCDC) as the Project Manager (The Homes Of Pecan Grove, Dallas, Texas) in performing in the role and position of a project coordinator; technical, analytical and support services as described: Inspect, evaluate, review proposed project site (Mixed use 250 Multi-Family and Retail Development 7500-10,000 sq. ft.) area demographics and other related details. Assist with the establishment of minority contracting goals (30%+ participation); Assist with the development of a direct marketing and advisement program (local news publications, community organizations, media organizations, etc.) designed to solicit services from local minority vendors/contractors; Will schedule and coordinate meetings with the General Contractor, Project Manager, contractors/vendors and others as needed; Will Provide weekly performance updates, project improvement recommendations to the Project Manager; Monitor contractors compliance; Attend business and community public hearings/meetings; Provide other services as needed and agreed upon.

3. Time for Performance

Contractor will complete the performance of these services on or before February 1, 2005.

4. Payment

Client will pay Contractor \$1500 per week. Client will pay Contractor according to the following schedule:

Client will pay contractor according to the following schedule: Contractor will submit an invoice to the client stating total amount due. Payment invoices shall be paid in accordance with project payment schedule.

5. State and Federal Taxes

Client will not:

- withhold Social Security and Medicare taxes from Contractor's payments or make

- make state or federal unemployment contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay all unemployment contributions related to the performance of services under this contract. Contractor will reimburse Client if Client is required to pay such taxes or unemployment contributions.

6. Fringe Benefits

Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

7. Invoices

Contractor will submit invoices to Client for all services performed.

8. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services.

9. Other Clients

Contractor retains the right to perform services for other clients.

10. Assistants

Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants as well as any expense attributable to them including income, Social Security and Medicare taxes, and unemployment contributions. Contractor will maintain workers' compensation insurance for all of its employees.

11. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

12. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

13. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by American Arbitration Association.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Texas.

18. Counterparts

The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

19. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies

under this agreement, that party retains the right to enforce that term or provision at a later time.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

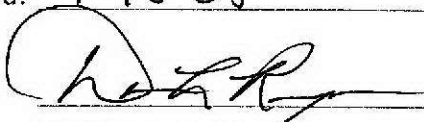
CLIENT

The Black State Employees Association of Texas CDC, Inc.,
a Texas corporation
5801 Marvin D. Love Freeway
Suite 202
Dallas, Texas 75237

Dated:

1-15-05

By:



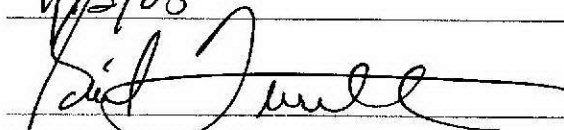
Dr. Darren L. Reagan
Chairman/CEO

CONTRACTOR

Dated:

1/15/05

By:



Gail Terrell DBA Terrell & Associates, Inc.
P.O. Box 41561
Dallas, Texas 75241-0561